

1
2
3
4
5
6
7
8
9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA
11

12 TIMOTHY O'CAIN, an individual,
13 individually and on behalf of all others
similarly situated,

14 Plaintiff,

15 v.

16 PULSE COMMERCIALS, LLC, a
Delaware Limited Liability Company;
17 THOMAS BENSKI, an individual;
MARISA CLIFFORD, an individual;
18 CASEY ENGELHARDT, an
individual, DOE 1 through and
19 including DOE 10,

20 Defendants.
21
22
23
24
25
26
27
28

Case No. 2:23-cv-02194-AB-RAO

HONORABLE ANDRÉ BIROTTE JR.

**ORDER APPROVING PAGA & FLSA
SETTLEMENT AND DISMISSAL OF
ACTION**

1 **STIPULATION OF SETTLEMENT AND REQUEST FOR DISMISSAL**

2
3 Having read and considered the Parties' Stipulation to Approve PAGA & FLSA
4 Settlement and Dismissal of Action (the "Stipulation"), and good cause appearing and
5 having found the Parties' settlement of Plaintiff's individual claims pursuant to the
6 Private Attorneys' General Act, Cal. Lab. Code section 2698 et seq. ("PAGA") & the
7 Fair Labor Standards Act ("FLSA") Settlement to be fair, adequate and reasonable, the
8 Court hereby **ORDERS**:

9 1. The PAGA & FLSA Settlement described herein, which settles and
10 releases Plaintiff Timothy O'Cain's ("Plaintiff" or "O'Cain") PAGA and FLSA claims
11 on an individual basis only, as set forth in the PAGA & FLSA Settlement. (*See* Dkt.
12 No. 15 at Ex. A, "Ex. A.")

13 2. Defendant Pulse Commercials, LLC ("Defendant" or "Pulse") shall make
14 the payments described in the PAGA & FLSA Settlement Agreement, as set forth in
15 Ex. A.

16 3. Plaintiff's Individual PAGA and FLSA Claims are hereby dismissed with
17 prejudice;

18 4. The Court finds that the factors set forth in *Diaz v. Trust Territory of the*
19 *Pacific Islands*, 876 F.2d 1401 (9th Cir. 1989) favor settlement of Plaintiff's Individual
20 Claims and dismissal of the class claims without prejudice to the putative class and
21 without the necessity of issuing class notice;

22 5. The class, collective, and representative PAGA claims are **dismissed,**
23 **without prejudice**, except as to Plaintiff as set forth in the Parties' Stipulation and in
24 Ex. A.

25 6. The Lawsuit is hereby dismissed in its entirety as to all Parties as set forth
26 herein;
27
28

1 7. All Parties shall bear their respective fees and costs except as expressly
2 provided in the PAGA & FLSA Settlement Agreement; and

3 8. The PAGA & FLSA Settlement Agreement shall be enforceable by the
4 Court and the Court shall retain jurisdiction of this Lawsuit over all Parties to enforce
5 the terms, conditions and obligation of the Agreement.

6 **IT IS SO ORDERED.**

7
8 Dated: May 31, 2023



Honorable André Birotte Jr.
United States District Judge